

The Lady Ivy

HAVING thought fit some short time before *Easter-Term*, 1687. to cause to be printed and published a Paper intituled, An Abstract of the Title to the Lands in *Wapping-Marsh*, and other Places neer adjoyning, belonging to the Mannor of *Stepney* or *Stebonheath*, called *Ewell*, alias *Tile-house*, thereby making Title in general to more Ground (great part of it built) than the City of *London* stands upon; but particularly to none of the Lands in question. She affirms, That the 14th of *June* 1573. 15 *Eliz.* *John Stepkins*, one of her Ancestors, being indebted to the Queen as Surety for *William Patent*, in the 19th of *Eliz.* *Stepkins's* Lands were Extended, and that therein are exprest most of the Lands mentioned in the Extent of 4 *Eliz.* taken out against *Richard Hill's* Lands, upon a Statute entred into by him 32 *Hen. 8.* being 113 Acres, and particularly all the Lands now in dispute; which is confidently affirm'd, but very untrue: for in the Deed from *Stepkins*, to convey all his Lands to the Queens Trustees, and in the Extent 19 *Eliz.* and the Lease from the Queen to *Alice Stepkins*, and the Release from King *James*, 7 *Jac.* to *John Stepkins*, all the particulars of *Stepkins's* Lands are Enumerated, and the Tenants names, whereof there was but a few Acres lying in the Marsh mentioned as convey'd to Trustees for the Queen, and fifty Acres only Extended (being all they had) in *Wapping-Marsh* at that time, but not the least part of the Lands in dispute named, they being all that time (and long before and ever since) in other mens possession, under whom Sir *Anthony Bateman*, and the Trustees for *Rebecca Whichcot*, purchased.

And lest the World should by the said Paper be made to believe that the Lands in question were (as part of the Land then belonging to *Stepkins*) assigned to the use of the Crown and there remained till 1609, and so must have been *Stepkins's* Land at that time,

The Creditors of Sir *Anthony Bateman* have thought fit to print so much of their Title as remains on Record, to ten Acres of Freehold, and twelve Acres of Copyhold-Land, as have also the Heirs of *Rebecca Whichcot*, to above three, and not exceeding four Acres, all lying in *Wapping-Marsh*, and desire the Readers to take notice of the Boundaries in the old Deeds by which this Land is described, exactly answered by the Lands in dispute: And that several of the Sales made (on Record) of the Freehold, and Surrenders (also on Record) of the Copyhold, were made during the time that the Estate of the *Stepkinses* did remain in the Crown, and so cannot be reasonably thought to have been any part of that Land.

The Creditors Title to Ten Acres of Freehold-Land.

John Nelthorpe, and Elizabeth his Wife, Daughter and sole Heir of *John Starkey*, conveys 27 July, 10 by Deed enrolled to *Richard Sleford* and his Heirs, all those ten Acres of Marsh-ground, *Eliz.* 1568. with its Appurtenances, in *Wapping-Marsh* in the County of *Middlesex*, between the Lands late of *Jasper Hill*, and *Gravel-Lane*, on every part.

These Lands lie butting on one side on *Gravel-lane*, and on the Copyhold late *Hill's* on the other, *Jasper Hill* being the man that last surrendred the same, even to one of the *Stepkinses*, but the 4th of *Eliz.* before, as appears by Copy of Court-Roll on Record, 5 *Eliz.* 1563. Note.

A Fine by *Nelthorpe* and his Wife, pursuant to the Deed.

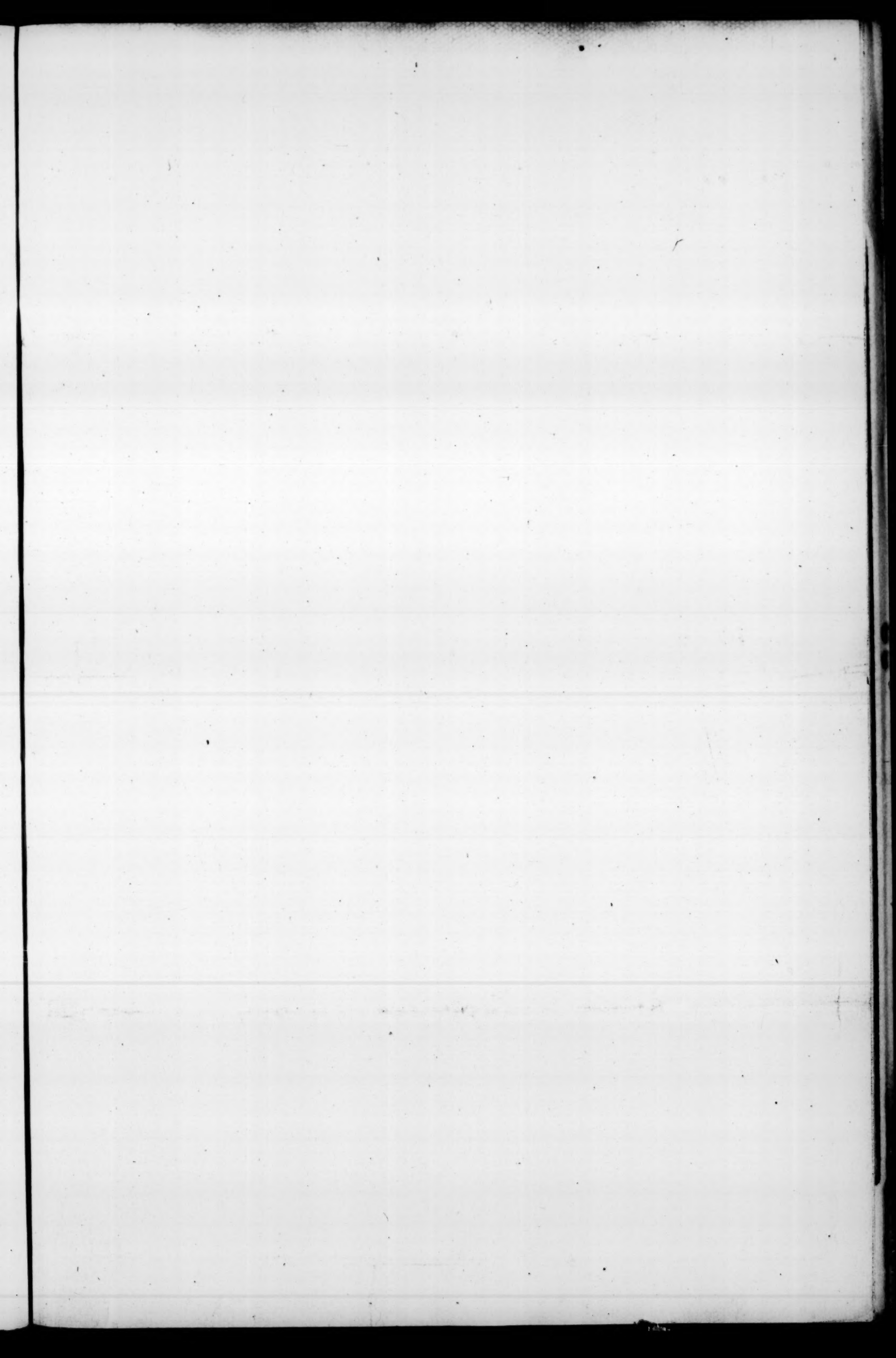
Richard Sleford sells the same ten Acres to *Henry Tailford*, but butts it (as it did at that time) West on *Gravel-lane*, Eastward on *Glascock's*, and North on *Stukeley's* Land. 12 Oct. 24
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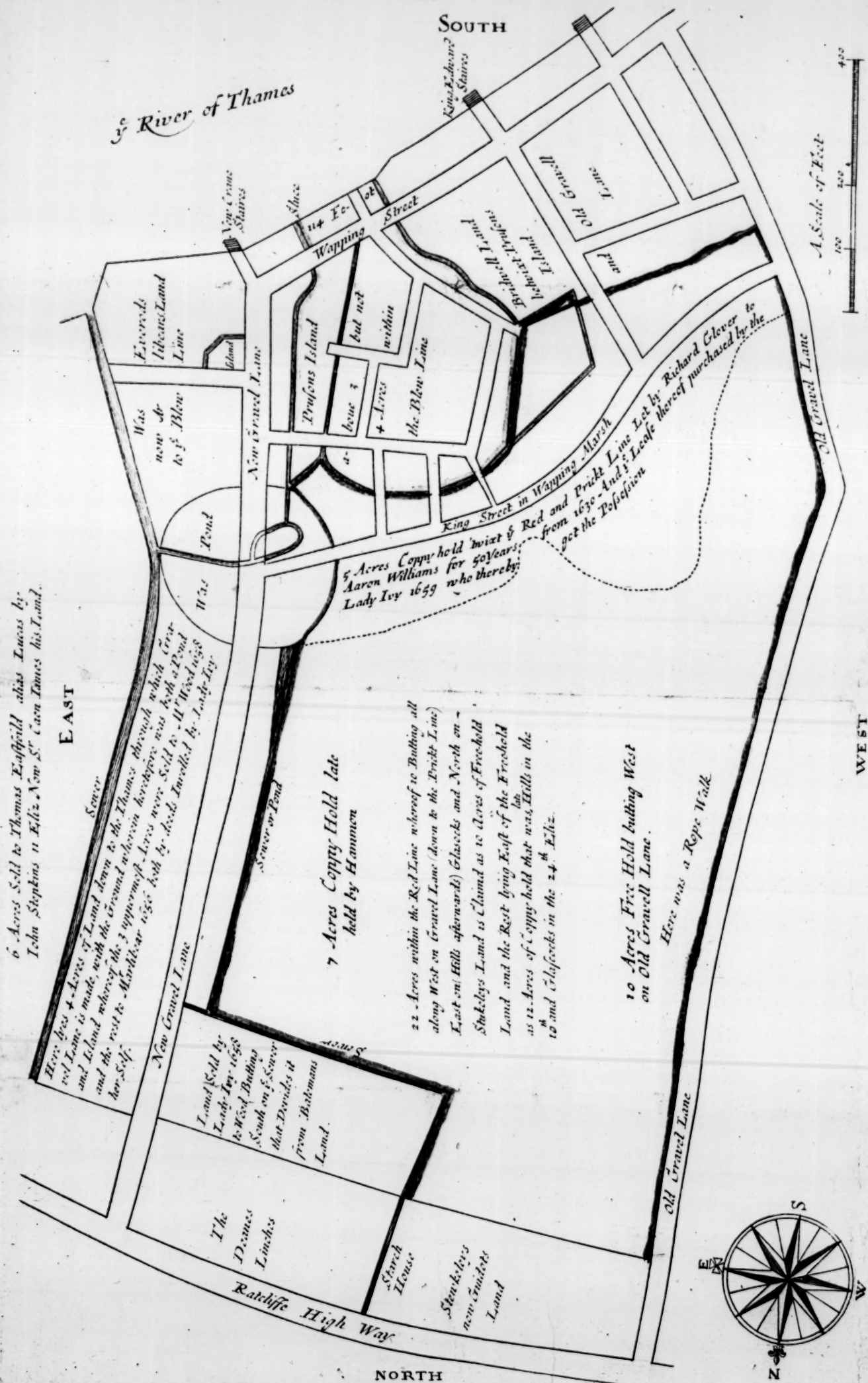
The Land late *Hill's*, was 23 *Eliz.* surrendred to *Glascock*, as appears by the Copy; and that the North Buttal was on *Stukeley's* Land, appears by the Sale *Stukeley* made of Land lying North of it, 4 *Jacobi* enrolled. Note.

Statement on behalf of Creditors of
Sir Anthony Bateman and heirs of
Whickott; 1696.

See The Lady Jane's Trial. ed. by Sir John C. Fox. 1929.
Introduction xli

^{North/South}
The sewer running through ^{Parsons} Island formed
the boundary of Shadwell when created a Parish





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A 2

There

Note.

There are two *Gravel-lanes*, one called *Old Gravel-lane*, the other *New Gravel-lane* (between which all the Land now in question does lie) but that *Old Gravel-lane*, on which these Lands Abutt West, was the *Gravel-lane* meant by these Deeds, is plain; for that *New Gravel-lane* was a Rope-Walk long since the memory of many alive, and sold by Lady *Ivy* her self, with the Land on each side of it, to *Brian Harrison*, Trustee for *William Wood*, by Deed enrolled, dated the first of *July* 1658. by the name of three Acres, heretofore used for a Rope-ground, and now converted into a Street called *New Gravel-lane*.

Henry Tailford had a Daughter who was his Heir, and married *John Crosse*, who so became seized thereof.

34 & 35 Eliz.

Trin. 43 Eliz.

1601.

Hill. 9 Jac.

1611.

5 Aug. 13 Jac.

1615.

14 Aug. 1647.

A Recovery per *Crosse* and his Wife.

Crosse and his Wife levied a Fine to *Bennet*.

Richard Bennet and *Lettice* his Wife, levy a Fine to *Richard Glover*.

Richard Glover settles by his Will, these Lands, among others, on his Son *Richard*; who dying about 1646. left a Son whose name was also *Richard*.

Richard Glover the Grandson's Conveyance enrolled, to *Sir Anthony Bateman* and others of the premisses, among other things, in Trust to pay Debts; and a Lease of five Acres, part of the Lands in question from *Richard Glover*, to *Aaron Williams* for fifty years, from 1630. at 20*l.* yearly, recited in the Schedule to it, which Lease Lady *Ivy* purchased in 1659. for about 2000*l.* and so got the possession of it. See her Answer to *Sir Robert Cotton's* Bill put in, in 1676.

Trin. Term.

1655.

Smith, *Harrington*, *Anthony Bateman*, and *Richard Glover* the Grandson, levy a Fine to *Tirrill* and *Harris*, Trustees for *Bateman*.

15 July 1656.

A Deed enrolled, reciting a Deed from the Parties to the aforesaid Fine, to *Tirrill* and *Harris*, the 20th of *June* last; whereby *Tirrill* and *Harris* convey the said Lands to *Anthony Bateman* and his Heirs, who held the possession thereof, and received the Rents till he failed about 1666. and under whom *Sir Robert Cotton*, as Trustee for the Creditors, claims, and in *Easter-Term* 1686. after a full Hearing in the *Kings-Bench*, had a Verdict for this, and the twelve Acres Copyhold-Land.

Title to the Copyhold-Land.

5 Ed. 6. 1551. *Edward Ascugh* and his Wife, surrender twelve Acres in *Wall* and *Wapping-Marsh*, to *Richard Hill*.

5 Eliz. 1563. Copy whereby *John Stepkins* surrenders the twelve Acres to *John Harding*, and recites they had been *Alwine's* and *Gibson's*, and that he had them by Grant of the Lord of the Mannor, and Release of *Jasper Hill*.

Note.

There is not known to be any but this twelve Acres Copyhold, in the whole Marsh.

13 Eliz. 1571.

John Harding surrenders to *John Osborne*.

18 Eliz. 1576.

John Osborne surrenders to *Richard Wotton* and *Robert Harrell*.

20 Eliz. 1576.

John Osborne having forfeited for having Lett without License, the Lord of the Mannor admitted *Walshal* and *Finch*.

23 Eliz. 1581.

Walshal and *Finch* surrender to *Jo. Glascock*.

25 Eliz. 1584.

Glascock surrenders to *Tho. Cook* and his Wife.

1 Jac. 1603.

Cook and his Wife surrender to *Richard Glover*, Citizen and Pewterer of *London*.

1616.

Richard Glover dying, the Copyhold being Gavelkind, fell to his several Sons, who all after surrendred to *Richard* the Eldest; who dying in 1646. his Son (after admittance) in 1647. surrendred to *Robert Smith* and *Anthony Bateman*, who was (till he broke) in possession, and received the Rents.

Sir Robert Smith died 12 *June*, 21 *Car. 2.* so *Sir Anthony* was the Survivour.

Sir Anthony became a Bankrupt. See the Commission.

27 Nov. 25

Car. 2.

The Commissioners Assignment of the ten Acres Freehold, and twelve Acres Copyhold to *Sir Robert Cotton*, enrolled.

13 May, 26 C. 2

Easter-Term,

1686.

Sir Robert Cotton admitted to the twelve Acres Copyhold.

A Verdict for *Sir Robert Cotton*.

The Heirs of Whichcot's Title to Pruson's Island.

✓ **P**eter Osborne conveys the Breach, &c. to Woodshaw, by Estimation three (not exceeding 25 Eliz. 1583
four) Acres, butting East on a Sluce, South on the Thames, North on Wapping-Marsh,
West on a piece of Ground, next a-butting and adjoining on a certain Way or Lane there,
called Gravel-Lane. Enroll'd.

✓ James Woodshaw conveys the same to Richard Glover. Livery and Seisin Endorsed.

✓ Richard Glover Devises, by general Words, Wapping-Land to Richard Glover his Son. Book 1604.
of Wills. 1616.

✓ The said Richard Glover conveys the same to Warren and his Heirs. Enroll'd.

✓ The said Richard confirms the same to Warren. Enroll'd.

✓ Richard Glover, the Grand-son, confirms the same.

✓ George Warren sells the same to Richard Lloyd and John Wicken. Enroll'd.

✓ Richard Lloyd and John Wicken, by Lease and Release, sell to William Crowder, Thomas Jorden, Thomas Horton, and John Jolliff, Trustees for Rebecca Whichcot, late Glover's Wife.

Crowder, Jorden, and Horton, Die before 1680, John Jolliff in 1680, being the surviving
Trustee, and in William Jolliff, his Son and Heir, the Inheritance of these Lands remains, in
Trust for the Heirs of the said Rebecca Whichcot, to this Day: And,

Note, The Land now called Pruson's Island, (which name it assuredly took from having
been long in possession of one Pruson, under Glover's Title) is above three, and not four
Acres; butted East on (a place where there was) a Sluce, South on the Thames, North on
Wapping-Marsh, and West on Bridewel-Hospital-Land, heretofore a piece of Ground which
butted and adjoined upon Gravel-Lane; and was held under Glover's Title by Mrs Rebecca
Whichcot, till onted by Lady Ivy, 1679.

And if Lady Ivy can shew what Land 'tis possible the ten Acres in Wapping-Marsh should
be, but the Lands in question, butting West on Gravel-Lane, and where the twelve Acres of
Copyhold in Wapping-Marsh should be, (that was late Hill's in the 10th, and Glascock's the
23d of Eliz.) and lying East of the last ten Acres, but the Lands in question, and which
have been always enjoyed by those the Creditors Claim under, by Copy of Court Roll,
since Edw. the Sixth's time, and where there should be three, and not exceeding four Acres,
that butted East on a Sluce, South on the Thames, North on Wapping-Marsh, and West on a
piece of Ground that butted on Gravel-Lane, unless the Ground now called Pruson's Island,
which really does so a-but, they will then quit their Claim to these Lands, which they o-
therwise hope will at sometime or other be allowed to be theirs.

As to what Lady Ivy is pleased to say concerning the several Verdicts she has had for her
Title, the Reader is hereby informed, That those Verdicts were got on producing of Deeds,
which are not mentioned in her printed Paper, nor yet to be found on Record.

And as to what she is pleased to suggest concerning the Conviction of her Adversaries At-
torney, one Johnson.

Note, There was one Duffet, a notorious common Forger of Deeds, and an intimate Ac-
quaintance of my Lady's: He first applied himself to Mr. Johnson as a Witness, without
Johnson's seeking to him, and discovering his Treaty with Johnson, drew him into a snare,
being, as supposed, employed by some-body else.

As for the Records and Deeds, which made up three parts of her Paper, they are most of
them such as were never made use of at any Tryal, and serve onely for a shew, and an am-
usement, and when rightly considered, are nothing to the purpose at all.

And that the World may also see what Title, both on Record and otherwise, the Lady
Ivy has yet been pleased to produce for the Lands in question, with what may reasonably be
objected against it by Arguments, onely deduced from other Deeds on Records, the same
is incerted here, and if any mistake be made in't, it is not wilfully done, and will be un-
doubtedly Answered by Lady Ivy's Direction, if there be any thing in it untrue, her Lady-
ship having already appeared twice in Print in these matters, and thereby given occasion for
the Printing of this.

20 M. 3 Ja.

1604.

1616.

1615.

26 Mar. 1646.

28 Mar. 1646.

16 May 1646.

19 Mar. 1646.

24 Apr. 1649.

25 Apr. 1649.

*abstract to Spunton from
Glover: 1606*

The Lady Ivy's Title.

The Answer to it.

That Wapping-Marsh being one Hundred and Thirty Acres drowned Land, was, for a Moyty thereof, undertaken before the 27 Hen. 8. to be Inmed and Drained by one Vanderdelfe, who sold his Moyty to one Richard Hill, on whom that Moyty was by Act of Parliament, 27 Hen. 8. settled.

2 Edw. 6.

A Lease produced by which Richard Hill lets sixteen Acres to one Clayton, a Butcher, for five years, lying along Gravel-Lane.

23 March 5
Edw. 6th.

A Deed whereby Richard Hill sells to Thomas Stepkins and his Heirs, for ever, sixteen Acres in Wapping-Marsh, in the Tenure of one Clayton, and fifteen Acres and three Roods of Land in Wapping-Marsh, then in the possession of Richard Hill, lying by the Pond in the said Marsh, and all those his Messuages, Pond, Lands, and Soil, in the Parishes of Stepney and St. Mary Matfellow, or elsewhere in the County of Middlesex; and were parcel of hundred and thirty Acres, formerly Drowned, but not of the fifty three Acres that were Stepkins's before the Drowning.

Note, The word is Drowning, and not Draining, in the Deed.

See Lady Ivy's Answer to Dr. Whichcor's Bill, 1677.

12 Nov. 5 &
6, Phil. and
Mary.

A Deed whereby Jasper Hill, Son of Richard Hill, sells all his Lands about ninety two Acres, in the Marsh, and County of Middlesex, to Machelin and John Stepkins, and their Heirs; and is the Deed whereby Lady Ivy, in Easter-Term, 1686, Claimed these Lands, without producing the foregoing Deed of the 23d Mar. 5 Edw. 6. but in Easter and Trinity Term, 1687, Lady Ivy to make Title to these Lands, produced that of the 5th Edw.

The Act of Parliament was undoubtedly so, and onely shews there was a Hundred and Thirty Acres to be Drained, and that Richard Hill having purchased Vanderdelfe's interest, was to have one Moyty of it.

This Lease (if really true) onely shews that Richard Hill had Land there; which it may be he had, and probably he or his Son Jasper might after sell it to John Starkey (under whom it is Claimed now) before they sold any to Stepkins at all.

This (if true) purports a most absolute sale of all the Lands Richard Hill had in the County of Middlesex; and yet the said Richard Hill, the 20 Oct. 6 Edw. 6. by his last Will and Testament, settles the Lands he bought of Vanderdelfe (of which, by the Deed, this appears to be part) on his Son Jasper Hill, with several Remainders over in Taile, which 'tis not likely he would have done, had he sold it away before; and as a very good Argument that it was so Entailed by Richard Hill's Will, there appears on Record, a Fine and Recovery suffered by Jasper Hill (Richard Hill's Son) to Machelin and John Stepkins, of twenty Acres of Land, and a hundred Acres of fresh Marsh in White-Chappel, Stepney, and Wapping, the 3d of Eliz. which had been needles had it not been so Entailed, and is an argument that Stepkins bought nothing of Hill till that time: And yet in Trinity-Term, 1684, in a Cause 'twixt the Dean of Saint Paul's, London, and Lady Ivy, about Shadwell Lands, a Deed was then given in Evidence, Dated 16 Apr. 6 Edw. 6. whereby Richard Hill sold twenty four Acres, and all the Lands he had in Stepney and Middlesex, to Thomas Stepkins: But this Deed having had the misfortune to be markt as found, and Sworn to be so, with a long Lease of a hundred twenty eight Years, and other Deeds, among the Writings of the Churches Lessee, it was not believed then, and one of the Witnesses that swore to the so finding those Deeds, was Perjur'd upon't, and stood in the Pillory for it; and some of the said Deeds were then left in Court; by Rule of which, Dated June 1687, upon an Information against Lady Ivy for it, a Tryal is ordered next Term.

Note, Lady Ivy's Wapping-Estate, came intirely into her power to sell and dispose of it in 1655; and when her Ladyship, in 1656, sold Land in Wapping to Mr. Arlibear, and in 1658, to Brian Harrison, Trustee for Mr. Wood, Copies of this Deed were given them; by which it appears (if they were rightly taken) that Livery and Seisin was Endorsed on the back of that Deed the 20th of Nov. in the 5th and 6th year of Philip and Mary, and 'tis notoriously known that Queen Mary Died the Seventeenth of that Month; and that

Edw. 6th, without bringing out this at all.

3 Eliz. &
12 May,
4 Eliz.

And that Jasper Hill by Fine and Recovery 3 Eliz. and by Deed 12th May 4 Eliz. conveyed twenty Acres of Land, and a hundred Acres of Marsh in White-Chappel, Stepney, and Wapping, to Macheline and John Stepkins and their Heirs.

4 Eliz.

Richard Hill, having the 3 Dec. 32 Henry the 8th, entred into a Statute to one Vivald, and Salvago, all the Lands which he was possesst of after that time, being one hundred and thirteen Acres were extended, and among them the Lands in question, and that that Extent was purchased in by Stepkins.

14 Eliz.

A Presentment of Sewer's finding twelve Acres in possession of Walthall and Woodcock, as the Freehold of Stepkins, and part of the Lands in question.

14 June,
15 Eliz.

John Stepkins, as Surety for William Patent, Conventanted to Pay to the Queen 7928l. 7s. 11d. 1/2. and to secure it, levied a Fine, and conveyed an Estate to Trustees for the Queen: in which Conveyance, inter alia, is mentioned four Acres of Meadow, with a Pond and Island, in the possession of Alice Woodcock; which Lady Ivy's Council do say, is the Ground now called Pruson's Island. And the said John Stepkins at that time did give Bond to perform Covenants; which Bond being forfeited, in the 19 Eliz. the rest of his Estate was extended, and not released till 7 Jacobi, 1609, and then restored to the Stepkinles again. And Lady Ivy in her printed Paper affirms, that most of the Lands in the Extent 4 Eliz. are mentioned in this, and particularly all the Lands in dispute; and thence would infer, that these were Stepkins's Lands at that time, and, if so, ought to be hers now.

and extended, and so remained till 1609, 'tis not to be imagined that they could during that time have been sold, as plain 'tis they were on Record, by Slesford to Tailford, the 24 Eliz. and by Croß to Bennet, the 43 Eliz. of whom Richard Glover bought; and several Surrenders were made of the Copyhold-Land in that time, and particularly that to Richard Glover (under whom the Creditors Claim) in 1603: As were also the Sales by Peter Osborne to Woodshaw, 25 Eliz. 1583. and by James Woodshaw to Richard Glover, 3 Jac. 1604; under which Pruson's Island was quietly enjoyed till 1679; and under which the Heirs of Rebecca now Claim.

that Queen Elizabeth was Proclaimed the same day.

This is not denied to be true, and is a great argument against the truth of the foregoing Deeds, it being not credible that this Fine was levied in pursuance of either of those Deeds, it being done so long after, and there being also a Deed by Lady Ivy's own shewing, dated the 12th of May following, 4 Eliz. to convey the Lands in that Fine comprized; but that Deed not naming the Lands in question, was neither produced in Easter-Term 1686, nor in Easter nor Trinity-Term 1687, but was in a Tryal in Trinity-Term 1684, but 'twas in another cause, and the contents of it took at that time.

This Extent was undoubtedly made, but affects not at all the Creditors nor Jolliff's Title, for the ten Acres of Freehold-Land that was Northrop's in right of his Wife, sole Heir of John Starkey, in the 10 Eliz. and Pruson's Island might have been (we do not say 'twas) Richard Hill's since the 32 Hen. 8. and yet no part of what was sold to Stepkins the 3 Eliz. and for the twelve Acres of Copyhold, 'tis plain it was Richard Hill's, and by his Son Jasper sold to John Stepkins, under whom the Creditors, by uninterrupted Surrenders, all along down on Record, do make out their Title to it.

It seems to be very much, and in many places razed, and not legible; and is not produced by the hands of the proper Officer.

That John Stepkins, as Surety for Patent, being in Debt to the Queen, made over his Estate to Trustees for her use, and that 'twas after Extended, and not released till 7 Jac. is true. But, Note, in the Conveyance to the Trustees for the use of the Queen, there is but a very few Acres mentioned as lying in Wapping-Marsh; and in the extent and Lease to Alice Stepkins, by the Queen, 19 Eliz. fifty Acres in Wapping-Marsh onely are mentioned, which seems to make out that Stepkins had no more there at that time; and among those, none of the Lands now in question are any way named or described: For, as for the four Acres of Meadow, with a Pond & Island, in the possession, at that time, of Alice Woodcock, it may, with much more of reason, be taken to be the four Acres of Land, with the place where there was then both a Pond and Island, lying East of Pruson's Island; whereof three Acres was sold to Brian Harrison, Trustee for William Wood, 1658; and the rest to Mr. Arlibear in 1656; both by Deeds enrolled by Lady Ivy her self. Besides, had these Lands now in question, been then so convey'd to the use of the Queen,

To Answer the Possession,
Lady Ivy says, That

- 6 Novemb. 14 Eliz. 1572. John Stepkins Demised twelve Acres and other Lands, of which these were part, with an Island and Pond, to Anthony Walthall and John Woodcock, for 62 years: And that
- 13 Nov. 44 Eliz. 1602. Walthall and Woodcock mortgaged the same to Richard Glover.
- 1 Novemb. That Anthony Walthall and Thomas 1613. Woodcock, Son of John, surrendered and released to John Stepkins.
- 8 Septemb. That Richard Glover being in possession, under the Lease to Walthall and 1619. Woodcock, and one Prufon claiming some Interest under Glover, they both released to John Stepkins.

5 August
1620.

John Stepkins demises the Premises in question, inter alia, to Richard Glover for fifty six years, at a red Rose for the first ten years, and after that, at 20 l. yearly payable to Mr. Stepkins, his Executors, and Assignes; and the Rent being so reserved, and not to his Heirs, the Council for Lady Ivy, says, It was not payable to his Heirs, and so ceased, but that 120 l. was paid for the first seven years, to Lady Ivy's Father, as did appear by Whitfield her Fathers Stewards Book of Accounts, which had been produced at a former Tryal, and allowed as Evidence, but was since burnt in the Fire at Wapping.

Sir John Brampton swore he believed 'twas his Fathers Hand that was set as a Witness to it; and Serjeant Brampton in his Deposition taken 1675. to perpetuate his Testimony, swears so too; and that about six or seven years before his Examination in 1675. looking among Lady Ivy's Writings, left with him by his Brother Sir John, who was Executor to his Father, he did find a Deed with the name Richard Glover set thereto as a Party, but did not then read the same, but believes the Deed on which he was

If there was such a Lease as *per contra* made by John Stepkins to Walthall and Woodcock for sixty two years, from 1572. and that the same was made over to Richard Glover in 1602.

'Tis very strange, that the said Richard Glover, if he had no other Title but that Lease at that time, should presume to let Leases of Lands therein comprized, as he really did to Prufon and Watts, for Terms that would not expire till long after that Lease, (and Enjoyment went with them) and much stranger it is that they should accept of such Leases, and consider his Title no better, it being Building-ground on which they laid out their Estates. Besides, if Walthall and Woodcock mortgaged the same to Richard Glover in 1602. and that he was in possession of it under that Lease in 1619. as the Surrender made by Prufon and him of it, shews he was till that time, how came Anthony Walthall and Thomas Woodcock to have it to surrender or release to John Stepkins, 1 Nov. 1613. which Serjeant Francis Brampton swears was the date of that Release? And if Walthall and Woodcock had it to surrender, and did surrender it in 1613. to John Stepkins, how came Glover and Prufon to have it again to surrender in 1619? This is very strange, if true. Note, The Release dated in 1613. was produced when the following fifty six years Lease first was in 1675. and the other Release not till some years after, when discovered, it was that Richard Glover was possesst of that Land all the time between 1613. and 1620. so that the first Release was not late enough to justify the making of the next Lease for fifty six years.

Against the probability of the truth of this Lease,

Note, Likeness of Hands, and payment of Rent, no better proved than *per contra*, without any thing else, is but a slender Testimony to support a suspected Deed, which this may deserve to be, for the following Reasons.

'Tis not pretended 'twas known to Lady Ivy, till found by her, when wanted in 1675: and if it had been known,

What is said as an excuse why the Rent was not paid, (being reserved to the Lessor, his Executors, and not Heirs) is of no weight; for it might have been helpt in Ghancery. Besides, had that been the reason why the Rent was not asked nor paid, Note,

Richard Glover (who Lady Ivy goes about to prove paid the first six years Rent) would never have paid any to her Father John Stepkins, he being the Son of that John Stepkins, who is supposed to have lett this Lease in 1620, and died in 1624. so that way no Rent had been due at all.

Richard Glover in 1616. died, and by his Will gave several of his Children 500 l. apiece, and particularly Mary; and if the Money was not paid accordingly by Richard Glover his Son, who is supposed to have taken this Lease, he devises his Wap-
ping-

was examined (being the said fifty six years Lease) was the same Deed he so found, and on the Suit with Bateman, did deliver many Writings and Evidences to Lady Ivy, and advised her to read them over, and that among them she told him she found this fifty six years Lease ; and in her Answer to Sir Robert Cotton's Bill, put in against her, 1675. she also swears she so found the said Lease in May 1675. and does acknowledge in that her said Answer, that she did not know of the said Lease, nor of the Rent thereon received.

And yet as

A farther proof of this Lease (it having been sometime sworn that one Duffett said, he was making a Writing he called Glover's Lease about 1671.)

Lady Ivy, to shew 'twas known in 1664. and if so, could not be made in or about 1671. does produce.

A Deed wherein the said Lease is recited, being a Conveyance (executed by Sir Thomas Ivy and his Lady, of the Inheritance of five Acres of Land on which Kingstreet in Wapping is built, to Edward Burtbee and Edward Temple, in Trust to secure 800 l. to Sir Thomas Ivy, by 100 l. yearly, till Principal and Interest paid, with a Covenant to levy a Fine. And to prove this Deed, she produced Edward Burtbee himself, who swears very bome to the matter, and says, ~~he~~ was Party to it, but the Witnesses are all dead.

A Fine was levied to Burtbee and Temple, of five Acres of Land in Stepney and Middlesex.

And that under the Lease to Walthall and Woodcock for sixty two years, and this Lease thus taken of John Stepkins by Richard Glover for fifty six years.

All the Possession of such as have claimed all along under him, has been.

Several Verdicts, and in favour of the foregoing Title, are by Lady Ivy produced ; and as a very great Argument of the truth of her Deeds, is alledged the very great difficulty of making so many, as there must have been made, if any there be in her Case.

hands, brought an Ejectment about 1675. against the Creditors of Sir Anthony Bateman, who then were posselt of the other seventeen Acres, and they claiming under a Bankrupt, who refused to assist them, and knowing not how to defend their Title, and Lady Ivy having the good fortune to make those Deeds against which so much is said in this Paper, and especially the fifty six years Lease from 1620, to be believed as true Deeds, she got a Verdict and Judgment then for the said seventeen Acres about 1676. and held the same till a Verdict was given against her in Easter-Term 1686. for the whole twenty two Acres, upon the now Creditors Title, such Evidence being then given, as made this fifty six years Lease, and other Deeds, not believed.

The Deed dated February 1664. settling the Inheritance of the five Acres of Land, on which Kingstreet in Wapping is built, on one Edward Burtbee and Edward Temple, for the securing 800 l. by 100 l. yearly to Sir Thomas Ivy, in which the 56 years Lease is recited,

ping-Lands over to his said Children, and Mary's Portion being not paid, George Almery, her Husband, enters ; and on payment of the said 500 l. in 1624. resettles (by Fine and Deed particularly naming these Lands) the same on Richard Glover again ; whose thus accepting a Fine, had been a forfeiting the Lease, had he held it by one at that time.

Lady Ivy's Father's and Grandfather's Wills, enumerating all their Lands to very small parcels, take notice at all of this Lease, nor of any Land in it comprized, but only as a Boundary to their own.

Note, There was a Lease lett by Richard Glover to Aaron Williams of the five Acres, being part of the twelve Acres of Copyhold-Land, on which Kingstreet in Wapping is built, for fifty years (with License from the Lord of the Mannor to lett for so long) from 1630. at 20 l. yearly Rent ; 'twas a building-Lease, and such part of it as Aaron Williams built not himself, he disposed of to others. And as 'tis something hard to imagine that Richard Glover (who was a man of Repute) if he had but forty six years in it in 1630. should lett it for fifty years, so 'tis very much harder to believe that Aaron Williams, (who was a great Builder in several places) and those under him, should accept of a Lease (and build on it) for a longer term than Richard Glover could have lett, had he held it by this now produced Lease for fifty six years from 1620. which if true, could not have been but publickly known at that time ; which very Lease so lett to Aaron Williams, as aforesaid, Lady Ivy purchased in 1659. and gave about 2000 l. for it, and so got the possession of it, as she in her own Answer to Sir Robert Cotton's Bill in 1676. does confess, and is a great Argument she believed it a good Lease ; and that 20 l. yearly Rent was paid to Bateman for it, is plain, if the Answer of one Michael Oldsworth (of whom Lady Ivy purchased the said Lease) to a Bill put in against him by the Relations of one William Thomas (to whom Oldsworth was Executor, and so came posselt of this Lease) for an Account of the Estate of the said William Thomas, may be believed, as it must in other cases, (though no Evidence in this, because it being in another Cause, may not in this be read) That in the Account says thus : Paid Sir Anthony Bateman Arrears of Rent at Wapping, 20 l. per ann. 150 l.

And the said Lady Ivy being so in possession of the five Acres, on which Kingstreet is built, by having got Aaron Williams his Lease into her own

seems to have been made for the sake of that very Recital, and cannot in reason be true : for, *Note*, Lady *Ivy* having purchased *Aaron Williams* his Lease, as aforesaid, and that being in December 1664. mortgaged to *Joseph Sabberton* and *Edward Simonds* for 800 l. and Sir *Thomas Ivy* then offering to lay down that Money, so he might have it secured him out of the said Lease, the same Lease was made over 26 Decemb. 1664. to *Richard* and *John Estcourt*, and *Thomas Nevil*, who the 25th of February 1665. assigned the same to Sir *Robert Killigrew*, Sir *William Salkeild*, and *Benjamin Thornburgh*, new Trustees for that purpose : but Sir *Thomas* not receiving the Rents, and his 800 l. remaining unpaid, and he differing with his Lady in 1671. put in a Bill against her and Serjeant *Brampton*, about this very business, charging the Serjeant with Confederacy with his Wife : and setting out the whole matter of the Security made of that Lease, complaining of the ill usage he had had, and desires relief, and yet says not one word of the Inheritance now pretended to be made over to *Burtbee* and *Temple* for him, and to which Deed he himself, 'tis pretended, was Party. And Lady *Ivy* in her Answer to the said Bill, takes only notice of the Lease by her Purchased, and so Mortgaged to *Sabberton* and *Simonds*, as aforesaid, and not one word of this Inheritance-Deed : Nor does a Bill exhibited against Sir *Thomas Ivy* in Feb. 1669. by Sir *Robert Killigrew*, Sir *William Salkeild*, and *Benjamin Thornburgh*, the Trustees by Lady *Ivy*'s direction, setting out also this Security thus made of the Lease (therein named to be made by *Richard Glover* to *Aaron Williams* for fifty years from 1630.) for 800 l. by 100 l. yearly to Sir *Thomas Ivy*, nor Sir *Thomas Ivy*'s Answer to it, (confessing the security was so made to him of the Lease) say any thing at all of this Inheritance-Deed, nor take any notice of *Edward Burtbee*, but as one only who being authorized by the last-named Trustees, and Lady *Ivy*, to receive the Rents, did employ one *Edward Temple*, for some time, for that purpose, and that afterwards one *Perrot* was by Lady *Ivy* authorized and employed to receive those Rents. So that 'tis sense to believe that *Edward Burtbee* and *Edward Temple* were no otherwise (with the knowledge of Sir *Thomas Ivy*) concern'd in this matter, but as Rent-gatherers only in manner aforesaid : and nonsense it is to imagine there could be such an Inheritance-Deed made and assigned in Trust for Sir *Thomas* to *Burtbee* and *Temple* at that time, and no notice in that Controversie be taken of it at all, considering also that that Lease was at that time within nine years of expiring, and also not worth any thing, had the fifty six years Lease been true.

And farther, to demonstrate that it cannot be with reason believed that the fifty six years Lease from 1620. could be recited in a Deed made in 1664. that was perused by Serjeant *Brampton* and he a Witness, and Lady *Ivy* a Party to it : *Note*, Serjeant *Brampton*, when examined for Lady *Ivy* in this Cause in 1675. to perpetuate his Testimony, being in the fourth Interrogatory asked, When and how long it was since he F I R S T saw the Counterpart of the Lease (explained to be this fifty six years Lease in the second Interrogatory) and where and among whose Evidences, Papers, and Writings, he did F I R S T see the same ; in answer depoleth, That having several Boxes and Bags of Writings to him delivered by his Brother Sir *John*, that were in the possession of Sir *John Brampton* his Father, at the time of his death, to be by him kept, he was desired by one Sir *Charles Stepkins*, about six or seven years since, to search among the said Writings for the Counterpart of a Lease made to one *Bourne* ; and that upon this Deponents T H E N searching, he did find a Deed with the name *Richard Glover*, as a Party set to it ; but saith, he did not THEN read the same, and that these Bags and Boxes of Writings, he after delivered to Lady *Ivy*, and among them she told him she found this Lease.

Now if Serjeant *Brampton* swears true, that the F I R S T time he found (which in common Speech is as much as to say he knew not of it before) a Deed under *Glover*'s hand, (which might well be the Lease lett by *Richard Glover* to *Aaron Williams*, which Lady *Ivy* had purchased) were but six or seven years before 1675. how then was it possible that it could be (by him) for so *Burtbee* swore 'twas) recited in a Deed made in 1664 ? And had it been so recited as now 'tis pretended it was, in a Deed made in 1664. to which Lady *Ivy* was Party, it must have been known to her self ; which in her Answer to Sir *Robert Cotton*'s Bill, she swears it was not, but that it was by her found in May 1675. in an old Bag of Writings. And Serjeant *Brampton*'s Deposition also says, That she at that time told him that she did find it so ; so that it is not hard to believe this Deed (never produced till Easter-Term 1686.) was made for the purpose aforesaid, since to support the truth of this Deed, there is nothing more than barely the Oath of one *Edward Burtbee*, a man well known about Town, and that has been all a long employed by the Lady *Ivy* ; and so not unlikely to have been in the Secret.

For the Fine, if the Deed of Uses be not true, it may be of any other five Acres : But, *Note*, 'twas Levied two years after 1664. Just about the time that Sir *Anthony Bateman* failed, and when Lady *Ivy* set up to Claim the Inheritance of it, nor is it without some suspicion of having been unduly levied (it may be) by passing the Offices without the knowledge of Sir *Tho. Ivy*, and Lord Chief Justice, the Roll where the Caption of it, to which the Lord Chief

Chief Justices Hand should be in the *Custos Breuium* Office, being lost. And if that Fine was really levied by Sir *Thomas Ivy*, which is still to be doubted, for the reason aforesaid, 'tis not however to be wondered at much, considering that he had covenanted to do any Act with the Land in that Lease, his Lady should desire, so it might be no prejudice to the payment of his 800 l. as aforesaid. And it may be he was made believe at that time, that it was her Inheritance by being showed the Deed of the 12 Nov. 5 and 6 Ph. and Mary, which was before that time made, and if any Deed there was made to *Edward Burtbee* and *Edward Temple* to lead the use of this Fine of five Acres, 'tis plain it could not be a Deed dated in February 1664. reciting this fifty six years Lease for the reasons aforesaid; but must have been some other Deed, after that time made, and designed as this Fine should have been in future times to make out some Colourable Title to the Land, which Ivy held only by *Aaron Williams* his Lease, that expired at Michaelmas, 1681. And that was privately done, is plain: for neither the Fine nor the Deed was ever in any Tryal produced, till Easter-Term, 1686.

All that is to be said to the Verdicts is, They were given at times when the Creditors Title, and that to *Pruson's Island*, were not well made understood to the Court and Jury, and when Lady Ivy's Deeds were believed.

As for the difficulty of making of Deeds, a great many may as well be imagined to be made, as one single Deed, where the ingenuity of the party concerned, and the nature of the Title and place, afford good materials for it. And

The Reader is now desired to take Notice,

That *Wapping-Marsh* was one hundred and thirty Acres drowned Land in *Henry* the 8th's time, undertook to be Drained by one *Vanderdelfe*, and so settled by Parliament, that when Drained, it should be equally divided 'twixt the Proprietors and *Richard Hill*, who had bought *Vanderdelfe's* half. And

That no Division (though undoubtedly one there was (it may be among themselves) made) is now to be found on Record: And *Jasper Hill*, 3 Eliz. by Fine and Recovery having sold to *Machelme* and *John Stepkins*, 20 Acres of Land, and 100 Acres of Marsh in *Stepney* (that being the first Sale on Record.) 'Tis in the power of Lady Ivy (as Heir of *Stepkins*) to Claim any part of the Marsh by alledging, 'twas part of what her Ancestors purchased; if to answer the Possession, there can any way Lease be set in and by Lady Ivy's Title only, in finding Leases, since long Disputed have been made by Proprietors (no Division appearing) being able to make no Title, unless to the Copyhold, before that purchased by *Stepkins*, 3 Eliz. By such Lease she may claim any parcel she will, though the Owners thereof have had it ever since the Draining thereof; which could not be done in another place, and makes it much easier to have been done, than it can be imagined here.

And to remember, That

The Title by which the Creditors claim the Ten Acres of Free-hold, and Twelve Acres of Copy-hold Land, and whereby the Heirs of *Whitchot* do claim *Pruson's Island*, and under which those Lands were all quietly held and enjoyed, till after Sir *Anthony Bateman* failed, is, by Copies of Court Roll, and Deeds on Record, against the truth of which there has never yet been, nor ever can be the least sort of Pretence; And that

The Title whereby Lady Ivy Claims in particular any of the aforesaid Lands, and whereby she both Got and does Hold the same, is by Deeds, not only not on Record, but most of them such, as first have been Lost, and then Found, and that are lyable to more Exceptions by many, then are herein before exprest, which will be made use of against them when occasion shall serve.

FINIS.

ERRATA.

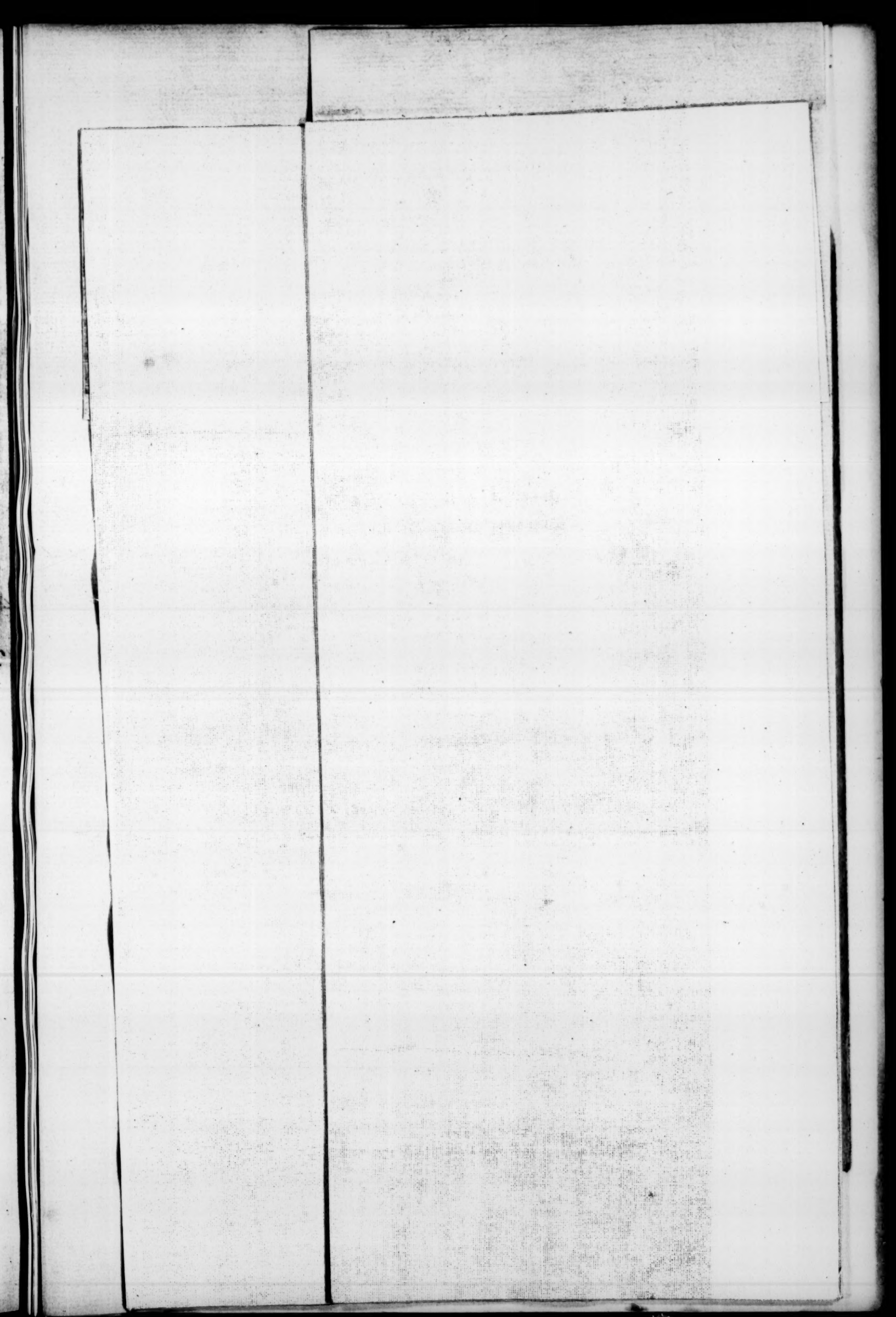
Page 2 for 20 Eliz. 1576. read 1578.

Pag. 6. 25 line, for 7 read 6 years.

THE
OFFICE OF THE
SHERIFF
COUNTY OF
SHERBORN
MASSACHUSETTS
JANUARY 1880

TO THE
HONORABLE
JUDGE OF THE
SUPERIOR COURT
AT BOSTON
MASSACHUSETTS
FOR THE
RECORD
OF THE
CASE OF
THE
COMMONWEALTH
VS.
JOHN
D. BROWN
ET AL.
IN
CRIME
OF
MURDER
OF
JAMES
M. BROWN
DECEASED
JANUARY 1880

1880
JANUARY 1880

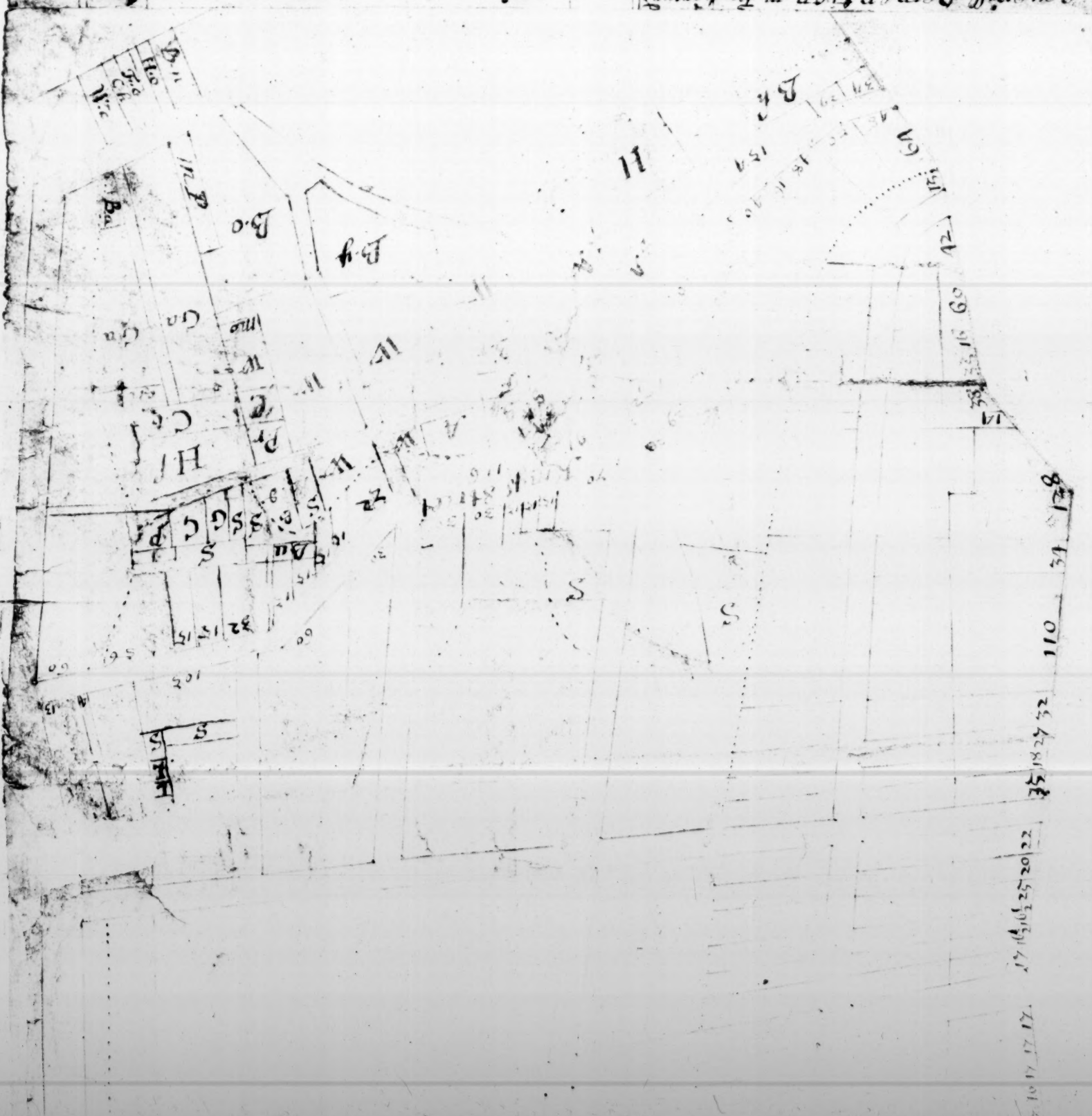


The Selfish Deceptions in Iron

[Faint handwritten notes at the bottom of the page]

The general Denotation in French towns

11



Plan of Part of Wapping. Stepney afterwards
showing the situation of Lady Ives' House
and the approach (or way) to it from
Ed. Travel Lane.

Present

Wapping

